

INTERVENTION



0000135334

Baca Enterprises, L.L.C.
d/b/a Lakeside Water Company
John Badley, Member / Manager
P.O. Box 1030
Litchfield Park, AZ 85340
PH. 602-677-5908

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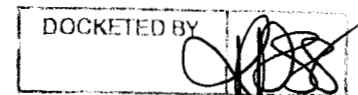
ORIGINAL

Arizona Corporate Commission
Consumer Services Section
1200 West Washington Street
Phoenix, AZ. 85007

AZ CORP COMMISSION
DOCKET CONTROL

Arizona Corporation Commission
DOCKETED

MAR 22 2012



APPLICATION FOR MOTION TO INTERVENE

RE: Dockets Nos. W-01384A-11-0243, W-20809A-11-0243, W-02065A-11-0246, W-20809A-11-0246

March 20, 2012

The Arizona Corporation Commission

Baca Enterprises L.L.C. is the owner of several parcels of land having seven homes with water meters now being serviced by the Dells Water Company, Inc. Baca Enterprises L.L.C. is also the owner of Lakeside Water Company, a Public Water System who is currently providing water service at no charge to properties it does not own located on Lillian Lane and has committed to provide service to two additional lots on Lillian Lane when requested to do so. These nine parcels of land are located in the Exclusive Domestic Water Service Area of the Dells Water Company, Inc. as stated in their Certificate of Convenience and Necessity ("Certificate").

Baca Enterprises L.L.C. is now requesting from the Arizona Corporate Commission, a written commitment from the Dells Water Company, Inc. to provide water service to these nine parcels of property currently within their Exclusive Domestic Water Service Area. The Lakeside Water Company has provided water service to the seven parcels located on Lillian Lane for free since January 5, 2006 and has committed to continue to do so until a public source of water becomes available. (see agreement attached) Baca Enterprises L.L.C the owner of Lakeside Water Company would be willing to give the Dells Water Company, Inc. / ACME Water Company L.L.C up to two years to provide water service to the parcels on Lillian Lane if it would ease the financial burden to the water company and the owners of the property who will be receiving water.

RE: Dockets Nos. W-01384A-11-0243, W-20809A-11-0243, W-02065A-11-0246, W-20809A-11-0246

Copies of the foregoing mailed this 21st day of March, 2012 to:

**Douglas G Martin ESQ
Agent for Dells Water Company, Inc.
365 E. Coronado , Suite 200
Phoenix, AZ. 85004**

**David A Conlin, Jr.
Dells Water Company, Inc., President
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**Douglas G Martin ESQ
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5 Attorneys for Plaintiff

6 **SUPERIOR COURT OF ARIZONA**

7 **YAVAPAI COUNTY**

8 **BACA ENTERPRISES, L.L.C., an Arizona**
9 **limited liability company,**

10 **Plaintiff,**

11 **vs.**

12 **RICHARD M. BOONE and JANICE L.**
13 **BOONE, husband and wife; ROBERT B.**
14 **CHERRY and CORIENNE M. CHERRY,**
15 **husband and wife; CODY MARTIN**
16 **WILLIAMS and JANE DOE WILLIAMS,**
17 **husband and wife; SHIRLEY L. NYE and**
18 **JOHN DOE NYE, husband and wife; J.**
19 **DONALD LALLY and ALMA D. LALLY,**
20 **husband and wife; DENVER R. ELLIOTT**
21 **and JOYCE E. ELLIOTT, husband and wife,**
22 **WALTER CUNNINGHAM and VI**
23 **CUNNINGHAM, husband and wife,**

24 **Defendants.**

25 **RICHARD M. BOONE and JANICE L.**
26 **BOONE, husband and wife; ROBERT B.**
27 **CHERRY and CORIENNE M. CHERRY,**
28 **husband and wife; CODY MARTIN**
WILLIAMS and JANE DOE WILLIAMS,
husband and wife; SHIRLEY L. NYE and
JOHN DOE NYE, husband and wife; J.
DONALD LALLY and ALMA D. LALLY,
husband and wife; DENVER R. ELLIOTT
and JOYCE E. ELLIOTT, husband and wife,
WALTER CUNNINGHAM and VI
CUNNINGHAM, husband and wife,

Counterclaimants.

No. CV 2006-1256

Division 1

STIPULATED JUDGMENT

1 vs.

2 BACA ENTERPRISES, L.L.C., an Arizona
3 Limited Liability Company,

4 Counterdefendant.
5

6 The parties successfully participated in mediation resulting in them entering a Settlement
7 Memorandum on May 17, 2007. The Settlement Memorandum provided the parties would stipulate
8 for the entry of judgment incorporating the terms of the Settlement Memorandum. Based upon the
9 stipulation of the parties and good cause appearing,

10 IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

11 1. Defendants have no right, title, claim or interest in or to plaintiff's real property
12 described on Exhibit A, including but not limited to any water rights, the well, or the well equipment
13 and fixtures located on plaintiff's property, except as is provided herein.

14 2. Plaintiff shall furnish water to any existing single family residence on any parcel set
15 forth on Exhibit B. This right shall be appurtenant to defendants' properties and to their heirs,
16 successors and assigns. Plaintiff shall also furnish water for any single family residence which may be
17 constructed on any parcel set forth on Exhibit C. This right shall also be appurtenant to defendants'
18 Richard M. Boone and Janice L. Boone, husband and wife, and to Robert B Cherry and Corienne M.
19 Cherry, husband and wife, properties and to their heirs, successors and assigns. Plaintiff's obligation
20 to furnish water as specified in this paragraph shall forever cease and plaintiff shall have no further
21 obligation whatsoever upon the occurrence of the first of the following conditions:

22 A. The City of Prescott making water service available to defendants' properties
23 through its water system;

24 B. Any licensed water company having jurisdiction in the area extending its
25 service to defendants' properties; In the event either the City of Prescott
26 extends its water service to defendants' properties or any water company
27 having jurisdiction in the area extends water service to defendants' properties,
28

defendants shall have 90 days to make arrangements to hook-up into said system and discontinue use of plaintiff's water.

C. Any federal, state or local governmental agency which demands or otherwise requires plaintiff to discontinue supplying water from the well located on its property to defendants. In such event, plaintiff shall provide any written notice from any federal, state or local governmental agency to defendants.

3. Plaintiff will be responsible for maintaining the well and well equipment located on it's property, and defendants shall maintain all pipe lines, well equipment, well fixtures and facilities located on defendants' properties.

4. Defendants and their successors in interest shall not oppose or object to any efforts of the City of Prescott to annex plaintiff's and defendants' property or properties into the City of Prescott.

5. Defendants and their heirs, successors and assigns shall not oppose or object to any efforts by plaintiff to rezone its property or otherwise develop and improve its property.

6. The parties shall bear their own expenses including attorneys' fees and costs incurred whether in this litigation, the mediation or otherwise.

DONE IN OPEN COURT this _____ day of _____, 2007.

Honorable David L. Mackey